U.S. Department of Justice

Washington, DC 20530

Exhibit B

To Registration Statement

OMB No. 1105-0007 Approval Expires Nov. 30, 1993

Under the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503:

Name of Registrant

The Van Fleet - Meredith Group

Name of Foreign Principal

Societe Nationale d'Etude et de Construction de Moteurs d'Aviation (SNECMA)

Check Appropriate Boxes:

- 1. XX The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
- 2. There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- 3. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The registrant fulfills its obligations to the foreign principal through conversations and correspondence with the principal, through conversations with the appropriate U.S. authority, and the preparation and submission of memoranda, reports, etc., concerning the marketing of the CFM56 aircraft engine manufactured by the foreign principal.

5. Describe full	y the activities the	registrant engages in or	proposes to engage in	on behalf of the above	foreign principal.
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The registrant is engaged principally in advising and assisting the foreign principal in efforts to conclude and/or extend agreements with the U.S. Department of Definese with respect to procurement of the CFM56 engine by the U.S. military services and allies of the Inted States. The registrant keeps the principal informed on a timely basis concerning U.S. legislation, regulations, and requirements which could have an impact on the procurement and utilization of hte CFM56 engine by the United States and its allies.

6.	Will t	the ac	tivities	on behalf	of the above	foreign	principal	include	political	activities	as (defined	in S	ection	1(0)	of th	ne A	tct?1
			No 🗆															

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

A portion of the registrant's activities may include contacts with staff of members of the United States Congress with respect to the legislation and prospective legislation involving procurement and utilization of the CFM56 aircraft engine. Contacts may be made with members of the Executive Branch for the same purpose. The means of contact may be by letters, reports, memoranda, etc., and personal conference.

Date of Exhibit B	Name and Title	Signature

Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

Amendment No. 1

to the Consultant Agreement dated May 3rd, 1994

between

SOCIETE NATIONALE D'ETUDE ET DE CONSTRUCTION DE MOTEURS D'AVIATION, whose head office is 2 boulevard du Général Martial Valin, 75724 Paris Cedex 15, France,

hereinafter called "Snecma",

represented by Mr. Gérard LAVIEC, Vice President Commercial Operations

and

THE VAN FLEET-MEREDITH GROUP, whose head office is 499 South Capitol Street, Suite 520, Washington, D.C. 20003, U.S.A.

hereinafter called "The Van Fleet-Meredith Group",

represented by Mr. Townsend A. VAN FLEET

WHEREAS Snecma and The Van Fleet-Meredith Group have signed a Consultant Agreement on May 3rd, 1994 with effect on April 1st, 1994 (hereinafter designated the "Agreement");

WHEREAS such Agreement has a validity period ending on December 31st, 1994;

IN CONSIDERATION THEREOF, the Parties agree as follows:

Article 1 - Extension of the validity period

The validity period of the Agreement is extended for one (1) year from January 1st, 1995.

Accordingly, Article 2.2 of the Agreement is modified as follows:

"2.2 Such mission is limited to two thousand one hundred forty (2,140) working hours for the period starting from January 1st, 1995 and ending December 31st, 1995."

Article 2 - Remuneration - Compensation

First sub-paragraph of Article 6.1 of the Agreement is modified as follows:

"As a fixed compensation for the services rendered under this Agreement, Snecma undertakes to pay to The Van Fleet-Meredith Group one hundred sixty US Dollars (US\$ 160) per working hour, within the limit of two thousand one hundred forty (2,140) working hours set forth in Article 2 above."

Article 3 - Other provisions

The other provisions of the Agreement not modified by this Amendment remain valid.

Done in two original copies

For Snecma

For The Van Fleet-Meredith Group

formend Alaw Keel

Date : 01/25/45

Date: //31/95